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ferred payments. The court confirmed the sale, reciting that other suits were pending to subject the lands in the hands of the vendors, and that when sales were made in these suits the court would provide for payment of costs of suit and sale out of the funds then received. Accounts of liens had already been taken in these suits, and a sale was subsequently made, and, after providing for said costs, the court decreed the balance of the purchase money arising from the interests of the two vendors aforesaid to the trust creditor aforesaid.

Held: The trial court should have ordered the sale of the interests of the said two vendors for the purchase money due by them, and so much of the proceeds of that sale as was equal to the purchase money due from them should have been appropriated to the payment of the trust creditor, but as what was actually done by the trial court accomplished substantially the same result, without serious prejudice to other creditors, its decree will not be reversed.

SMITH'S EXECUTOR V. POWELL, TRUSTEE, AND OTHERS.—Decided at Wytheville, July 5, 1900.—*Keith*, P. Absent, *Riely*, J :

1. CHANCERY PLEADING AND PRACTICE—*Final decree—Subsequent decrees.* After a final decree has been entered in a cause, no further decree can be regularly entered therein.

2. ATTORNEYS TO COLLECT—*Authority—Acceptance of note—Ratification.* An attorney simply to collect a debt has no authority to receive anything but money for it, and if he accepts a note for it, no subsequent dealings of his with reference to the note, without previous authority or subsequent ratification of the client, can be deemed a ratification by the client.

3. ESTOPPEL.—It is of the essence of an estoppel that the act relied upon as such should have been injurious and prejudicial to him who relies upon it as an estoppel.

4. APPEAL AND ERROR—*Decree by default—Section 3451 Code—Finality.* This court has no jurisdiction of an appeal from a decree by default until relief has been sought under section 3451 of the Code by motion to the court in which the decree was rendered. When the time allowed by this section has expired, the decree is final and irreversible.

CARPER V. MARSHALL.—Decided at Wytheville, July 5, 1900.—*Keith*, P. Absent, *Riely*, J :

1. SPECIFIC PERFORMANCE—*Judgments against vendor—Provision for payment.* In a suit to enforce a vendor's lien it is not error to direct a sale and provide that judgments against the vendor amounting to only a small proportion of the amount due him shall be paid out of the cash payment at the sale, although the contract for the sale stipulated that the purchase money notes should not be assigned until said judgments had been satisfied. The provisions for paying the judgments amply protect the vendee.

2. VENDOR AND VENDEE—*Vendor's lien—Change in evidence of debt—Case in judgment—Findings in trial court—Appeal and error.* A vendor of land who retains a lien for the purchase price may surrender to the vendee his bond for such purchase price and accept the bond of another for the amount, and at the same